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Attorney for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JAZZ CASUAL PRODUCTIONS, INC.,

Plaintiff,

v.

TOBY BYRON, *et al.*,

Defendants.

CIVIL NO. Cv. 11-00352 SBA (JCS)

~~[PROPOSED]~~ DEFAULT
JUDGMENT BY COURT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Defendant Toby Byron his officers, agents, servants, employees, and all persons acting in concert or participation with him, or any of them, shall be permanently enjoined from doing or attempting to do, or causing or be done, either directly or indirectly, by any means, method or device, whether presently known or hereafter to be devised, any and all of the following acts or practices: copying, publishing, selling, marketing, exhibiting or otherwise publicly utilizing any of the

1 pictures, sounds or dialogue embodied in the words protected by Certificate of
2 Copyright Registration PAU 1 367 359, PAU 1 367 394, PAU 1 367 395 and PAU 1
3 455 579.

4 2. Without limiting the foregoing, the above-noted persons are enjoined from
5 the manufacture, exhibition or sale of any copies of the works known as *Count Basie:*
6 *Swingin' The Blues*, *Bluesland: A Portrait in American Music*, or *The World According*
7 *to John Coltrane*, so long as they contain any footage in violation of this injunction.

8 3. Plaintiff Jazz Casual Production, Inc. shall recover from
9 Defendant Toby Byron, the sum of \$102,000.00 as damages and costs of \$530.00.

10 4. Excluded from this injunction and the damages awarded herein, are any uses
11 by Euro Arts Music International, GmbH and Naxos of America, Inc. ("Settling
12 Parties"), as provided for in that certain *Mutual Release and Settlement Agreement*
13 dated October 25, 2011, between Plaintiff and the Settling Parties.

14 Dated: 8/1/12

15 
16 United States District Judge